

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM831661

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Security Agreement		
RESUBMIT DOCUMENT ID:	900787048		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
360Sweater Company, LLC		07/14/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Israel Discount Bank of New York		
Street Address:	1114 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	90823791	NAKED GOLF	
Serial Number:	90764562	NAKED HOME	
Serial Number:	90764555	NAKED TEES	
Serial Number:	90510318	NKD T	
Serial Number:	87025447	NAKEDCASHMERE	
Serial Number:	86880063	NAKEDCASHMERE	
Serial Number:	86595900	360SWEATER	
Serial Number:	86595894	360CASHMERE	
Serial Number:	86594171	SKULL CASHMERE	
Serial Number:	86594070	360CASHMERE	
Serial Number:	85830406	SKULL CASHMERE	
Serial Number:	77809931	360CASHMERE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8007130755		
Email:	eric.edwards@wolterskluwer.com		

Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Christine Panaro

SIGNATURE: //Christine Panaro//

DATE SIGNED: 08/14/2023

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("*Trademark Security Agreement*"), dated as of July 14, 2023, is made by 360SWEATER COMPANY, LLC, a California limited liability company ("*Debtor*") in favor of ISRAEL DISCOUNT BANK OF NEW YORK ("*Factor*").

WHEREAS, Debtor has entered into a Factoring Agreement, dated as of July 14, 2023 (as amended, supplemented and otherwise modified from time to time, the "*Factoring Agreement*"), with Factor; and

WHEREAS, under the terms of the Factoring Agreement, Debtor has granted to Factor a security interest in, among other property, the intellectual property of Debtor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor agrees with the Collateral Agent as follows:

1. **Grant of Security.** Debtor hereby pledges and grants to Factor a security interest in and to all of the right, title and interest of Debtor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*");

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "*Trademarks*"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Debtor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by Factor.

3. **Factoring Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Factoring Agreement, which is hereby incorporated by reference. The provisions of the Factoring Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Factor with respect to the Trademark Collateral are as provided by the Factoring Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

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4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

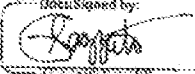
5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

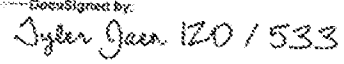
IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

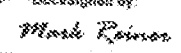
360SWEATER COMPANY, LLC

DocuSigned by:
By: 
Name: Patricia Cazzato
Title: CEO

Address for Notices: 1447 Cloverfield Blvd.
Santa Monica, CA 90404

AGREED TO AND ACCEPTED:
ISRAEL DISCOUNT BANK OF NEW YORK

DocuSigned by:
By: 
Name: Tyler Jaen 120 / 533
Title: VP

DocuSigned by:
By: 
Name: Mark Reiner
Title: SVP

Address for Notices: 1114 Avenue of the Americas
New York, NY 10036

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

	Serial Number	Reg. Number	Word Mark
1	90823791		NAKED GOLF
2	90764562		NAKED HOME
3	90764555		NAKED TEES
4	90510318	6763726	NKD T
5	87025447	5203174	NAKEDCASHMERE
6	86280063	5115901	NAKEDCASHMERE
7	86595900	4855520	360SWEATER
8	86595894	4862719	360CASHMERE
9	86594171	4862682	SKULL CASHMERE
10	86594070	4862679	360CASHMERE
11	85830406	4395751	SKULL CASHMERE
12	77809931	3848802	360CASHMERE

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